

AG Contract No. KR98 2666TRN
ADOT ECS File No. JPA 98-211
Project: HX059 01C
Section: SR-89 @ Road 2 North (MP 328.2)

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF CHINO VALLEY

THIS AGREEMENT is entered into 24 March, 1998,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State")
and the TOWN OF CHINO VALLEY, acting by and through its MAYOR and TOWN COUNCIL (the
"Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. The State and the Town desire to participate in the design, construction and maintenance of a new warranted traffic signal at the intersection of SR-89 and Road 2 North (MP 328.2), at an estimated cost of \$180,000.00, hereinafter referred to as the Project, for the safety and benefit of the traveling public.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 23054
Filed with the Secretary of State
Date Filed: 03/24/99

Petrey Bayless
Secretary of State

By: Vernon D. Greenwood

II. SCOPE

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate or resolve Town review comments.

b. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor(s). Be responsible for fifty percent of the cost of the Project, in an amount currently estimated at \$90,000.00, and for its proportionate share of any cost increases, and for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

d. Upon completion, approve and accept the signal project on behalf of the parties hereto, and provide maintenance to the signal Project

2. The Town will:

a. Review the design documents and provide comments.

b. Be responsible for fifty percent of the cost of the Project, in an amount currently estimated at \$90,000.00, and for its proportionate share of any cost increases, and for any contractor claims for extra compensation due to delays or whatever reason attributable to the Town. Within thirty days after receipt and approval of an invoice, pay the State \$90,000.00 as the Town share of the signal Project.

c. Prior to the award of a signal Project construction contract by the State, construct any required geometric improvements to the intersection, to include the West leg of the intersection, and be responsible for all costs associated with same.

d. Upon completion and acceptance of the signal Project by the State, provide electrical energy to operate the signal, and grant the State perpetual right of entry access outside the State right-of-way as required to perform maintenance of pavement markings and loop detectors

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project and reimbursements; provided, however, that this agreement, except any provisions for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Town of Chino Valley
Town Manager
Box 406
Chino Valley, AZ 86323-0406

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


TOWN OF CHINO VALLEY

STATE OF ARIZONA
Department of Transportation

By 
KATE NELSON
Mayor

By 
MICHAEL P. MANTHEY
State Traffic Engineer

ATTEST

By 
DELORES SLIGER
Town Clerk

RESOLUTION

BE IT RESOLVED on this 24th day of November 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Town of Chino Valley for the purpose of defining responsibilities for the design, construction and maintenance of a new warranted traffic signal at the intersection of SR-89 at Road 2 North in the Town.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

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There was further discussion on the clarity of wording in other sections

Councilmember McGuire MOVED to AMEND the motion, seconded by Councilmember Pomeroy, to adopt Ordinance No 366 as amended in section 2-8-2, third line down to read "Section 2-8-1 "

The amended motion PASSED 5-2 by the following vote:

Mayor Nelson	Aye
Vice-Mayor Johnson	Aye
Councilmember Clickner	No
Councilmember Main	No
Councilmember McGuire	Aye
Councilmember Pomeroy	Aye
Councilmember Redding	Aye

Mayor Nelson stated the MAIN MOTION to adopt Ordinance No 366 with an amendment to Section 2-8-2 defining that on the third line down "Section 2-9-1" should be "Section 2-8-1."

The main motion PASSED 5-2 by the following vote

Mayor Nelson	Aye
Vice-Mayor Johnson	Aye
Councilmember Clickner	No
Councilmember Main	No
Councilmember McGuire	Aye
Councilmember Pomeroy	Aye
Councilmember Redding	Aye

- 18) Consideration and possible action authorizing Mayor to execute agreements with ADOT for constructing and installing traffic signals on Highway 89 at Road 2 North and Road 3 North

Mr Sizemore noted that he had received agreements from ADOT for signals at Roads 2 and 3 North which needed to be executed to keep the projects on schedule. Council and staff reviewed the costs to the Town for the two projects.

Vice-Mayor Johnson MOVED, seconded by Councilmember McGuire, to authorize the Mayor to execute the contracts from ADOT for the construction and installation of signals on Highway 89 at Road 2 North and Road 3 North.

The motion PASSED unanimously by the following vote.

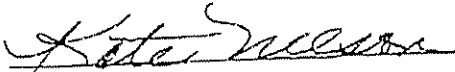
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Mayor Nelson	Aye
Vice-Mayor Johnson	Aye
Councilmember Clickner	Aye
Councilmember Main	Aye
Councilmember McGuire	Aye
Councilmember Pomeroy	Aye
Councilmember Redding	Aye

CALL TO THE PUBLIC.

Jack Koon stated that the Town had hired a felon on parole to work with children and he felt that the employee should be terminated

With no objection from the Council, Mayor Nelson adjourned the meeting at 10:15 p.m.


Kate Nelson, Mayor

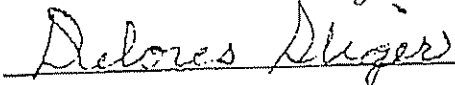
ATTEST:


Delores Sliger, Town Clerk

CERTIFICATION.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Common Council of the Town of Chino Valley held on the 22nd (day of December), 1998. I further certify that the meeting was duly held and that a quorum was present.

Dated this 26th day of January, 1999.


Delores Sliger, Town Clerk

JPA 98-211

APPROVAL OF THE CHINO VALLEY TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF CHINO VALLEY and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 28TH day of DECEMBER, 1998.

William P. Funnell

Town Attorney



JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2997

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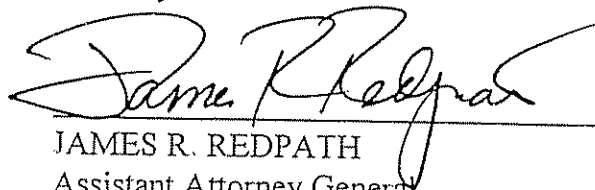
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-2666TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED March 12, 1999

JANET NAPOLITANO
Attorney General



JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/19767

Enc.